

SERFF Tracking Number: AMLX-125648710 State: Arkansas
Filing Company: American Alternative Insurance Corporation State Tracking Number: EFT \$50
Company Tracking Number: GL AR0247901F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability 2008
Project Name/Number: AAIC & PNP Core Product Revision/GL AR0247901F01

Filing at a Glance

Company: American Alternative Insurance Corporation

Product Name: Commercial General Liability SERFF Tr Num: AMLX-125648710 State: Arkansas
2008

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: GL AR0247901F01 State Status: Fees verified and
received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith
Roberts, Brittany Yielding
Author: SPI Disposition Date: 05/21/2008

AmericanAlternativeInsurance

Date Submitted: 05/15/2008 Disposition Status: Approved

Effective Date Requested (New): 09/02/2008 Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):

State Filing Description:

General Information

Project Name: AAIC & PNP Core Product Revision

Project Number: GL AR0247901F01

Reference Organization:

Reference Title:

Filing Status Changed: 05/21/2008

State Status Changed: 05/21/2008

Corresponding Filing Tracking Number:

Filing Description:

American Alternative Insurance Corporation (AAIC) is submitting for your review and approval the enclosed Commercial General Liability form filing.

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

The purpose of this filing is to introduce new and revised General Liability forms. The enclosed material is a supplement to the bureau material.

SERFF Tracking Number: AMLX-125648710 State: Arkansas
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Company Tracking Number: GL AR0247901F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability 2008
Project Name/Number: AAIC & PNP Core Product Revision/GL AR0247901F01

Please refer to the enclosed forms explanatory memorandum for a complete description of this filing.

Revised rates/rules are also being filed under companion filing GL AR0247901R01.

We propose that this filing apply to all policies effective on or after September 2, 2008.

Should you have any questions or require any additional information, please do not hesitate to ask.

Thank you in advance for your prompt attention to this filing.

Sincerely,

Melissa Jacobson
State Filings Analyst
(609) 243-4840
mjacobson@munichreamerica.com

Company and Contact

Filing Contact Information

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Filing Company Information

American Alternative Insurance Corporation	CoCode: 19720	State of Domicile: Delaware
555 College Road East	Group Code: 361	Company Type:
Princeton,, NJ 08543-5241	Group Name: Munich Re Group	State ID Number:
(800) 305-4954 ext. [Phone]	FEIN Number: 52-2048110	

Filing Fees

SERFF Tracking Number: *AMLX-125648710* *State:* *Arkansas*
Filing Company: *American Alternative Insurance Corporation* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *GL AR0247901F01*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *Commercial General Liability 2008*
Project Name/Number: *AAIC & PNP Core Product Revision/GL AR0247901F01*

Fee Required? *Yes*
Fee Amount: *\$50.00*
Retaliatory? *No*
Fee Explanation: *check number 1700000493*
Per Company: *No*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Alternative Insurance Corporation	\$50.00	05/15/2008	20342771

SERFF Tracking Number: AMLX-125648710 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/21/2008	05/21/2008

SERFF Tracking Number: *AMLX-125648710* *State:* *Arkansas*
Filing Company: *American Alternative Insurance Corporation* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *GL AR0247901F01*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *Commercial General Liability 2008*
Project Name/Number: *AAIC & PNP Core Product Revision/GL AR0247901F01*

Disposition

Disposition Date: 05/21/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMLX-125648710 State: Arkansas

Filing Company: American Alternative Insurance Corporation State Tracking Number: EFT \$50

Company Tracking Number: GL AR0247901F01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Commercial General Liability 2008

Project Name/Number: AAIC & PNP Core Product Revision/GL AR0247901F01

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	CGL 0007 with revision marks	Approved	Yes
Supporting Document	CGL 0008 with revision marks	Approved	Yes
Supporting Document	CGL 0011 with revision marks	Approved	Yes
Supporting Document	Forms Explanatory Memo	Approved	Yes
Supporting Document	AR - FORM FILING ABSTRACT F-1	Approved	Yes
Supporting Document	AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4/30/03))	Approved	Yes
Supporting Document	AR - NAIC FORM FILING SCHEDULE	Approved	Yes
Form	Educational Commercial General Liability Enhancement Endorsement	Approved	Yes
Form	Religious And Educational Commercial General Liability Enhancement Endorsement	Approved	Yes
Form	Exclusion - Foster Care Or Similar Services And Licensing Exclusion	Approved	Yes
Form	Pastoral Counseling Services Liability Coverage (Separate Aggregate Limit)	Approved	Yes
Form	Cemetery Services Liability Coverage (Separate Aggregate Limit)	Approved	Yes
Form	Hired Auto And Non-Owned Auto Liability	Approved	Yes

SERFF Tracking Number: AMLX-125648710 State: Arkansas

Filing Company: American Alternative Insurance Corporation State Tracking Number: EFT \$50

Company Tracking Number: GLAR0247901F01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Commercial General Liability 2008

Project Name/Number: AAIC & PNP Core Product Revision/GLAR0247901F01

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Educational Commercial General Liability Enhancement Endorsement	CGL 0007	01 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CGL 0007 Previous Filing #:		CGL 0007.PDF
Approved	Religious And Educational Commercial General Liability Enhancement Endorsement	CGL 0008	01 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CGL 0008 Previous Filing #:		CGL 0008.PDF
Approved	Exclusion - Foster Care Or Similar Services And Licensing Exclusion	CGL 0011	01 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CGL 0011 Previous Filing #:		CGL 0011.PDF
Approved	Pastoral Counseling Services Liability Coverage (Separate Aggregate Limit)	CGL 0091	01 08	Endorsement/Amendment/Conditions New		0.00	CGL 0091.PDF
Approved	Cemetery Services Liability Coverage (Separate Aggregate Limit)	CGL 0093	01 08	Endorsement/Amendment/Conditions New		0.00	CGL 0093.PDF
Approved	Hired Auto And Non-Owned Auto Liability	GL 2032	12 07	Endorsement/Amendment/Conditions New		0.00	GL 2032.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. Exclusions of Section I – Coverages– Coverage A Bodily Injury And Property Damage Liability is amended as follows:

1. Amendment of Liquor Law Exclusion

Exclusion **c. Liquor Law** is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1)** Manufacture, sell or distribute alcoholic beverages;
- (2)** Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a)** Requires a license;
 - (b)** Is for the purpose of financial gain or livelihood; or
- (3)** Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at functions sponsored, organized or hosted by you.

2. Pollution Amendment - Pesticide and Herbicide Applicator Coverage

Paragraph **(1)** of Exclusion **f. Pollution**, item **(d)** does not apply to pesticide or herbicide application operations of the insured if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state, or local government which apply to those operations.

3. Pollution Amendment – Educational Materials

a. The following is added to Paragraph **(1)(a)** of Exclusion **f. Pollution**:

However, this subparagraph does not apply to:

(iv) "Bodily injury" or "property damage" caused by "pollutants" that are meant for use in a classroom or training facility for educational purposes. This exception does not apply to "pollutants" meant for use in operating, servicing, maintaining or repairing "autos" or "mobile equipment" unless the "bodily injury" or "property damage" arises out of a "short-term pollution event" and you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending;

b. The following definitions are added to **Section V – Definitions**:

23. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

- a.** Begins during the policy period;
- b.** Begins at an identified time and place;

- c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants"; and

- d. Does not originate from an "underground storage tank".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions **a.** through **d.** of this definition to be considered a "short-term pollution event".

- 24.** "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

4. Non Owned Watercraft Amendment

Paragraph **(2)** of Exclusion **g. Aircraft, Auto or Watercraft**, item **(a)** is amended to read as follows:

- (a)** Less than 51 feet long; and

- B.** Paragraphs **1.b** and **1.d** of **Supplementary Payments - Coverages A and B** are amended as follows:

1. The limit for bail bonds in Paragraph **1.b.** is amended to read \$1,500 in lieu of \$250; and
2. The limit for actual loss of earnings in Paragraph **1.d.** is amended to read \$400 a day in lieu of \$250 a day.

- C.** **Section II – Who Is An Insured** is amended as follows:

1. The following are added as insureds:
 - a. Any of your board members or commissioners if you are a public board or commission;
 - b. Any of your trustees, officials or members of the board of governors if you are a private charitable or educational institution; and
 - c. Any student teachers teaching as part of their educational requirements;

but only with respect to their duties in connection with the positions described above.

- d. Any person or organization from whom you rent or lease a premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1)** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2)** Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization from whom you rent or lease a premises.
- e. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. Employees Insureds For Bodily Injury To Co-employees

- a. Paragraphs **2.a.(1)(a)** and **(b)** are deleted and replaced by:

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- b. The following is added to Paragraph **2.a.**:

- (3)** "Personal and advertising injury":

- (a)** To a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (3)(a) above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (3)(a) or (b) above.

3. Paragraph 3.a is replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

D. **Section III - Limits of Insurance** is amended as follows:

1. The following paragraph is added to item 6.

The Damage to Premises Rented to You limit is \$300,000 in lieu of the limit shown on the Declarations page.

2. The following paragraph is added to item 7.

The Medical Expense Limit is \$10,000 in lieu of the limit shown on the Declarations page.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. In the event that an insured reports an "occurrence" to the worker's compensation carrier of the Named Insured, and this "occurrence" later develops into a General Liability claim to which this insurance applies, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability claim rather than a Worker's Compensation claim.

f. If your "employee" or agent knows of an "occurrence" or offense which may result in a claim under this policy, you will not be considered to have knowledge of that "occurrence" or offense until your "employee" or agent reports it to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or the "employee" designated by you to give such notice, if you are a corporation;
- (4) A manager, if you are a limited liability company; or
- (5) A trustee, if you are a trust.

The following is added to 6. Representations:

d. It will not be considered a violation of this condition if you:

- (1) Unintentionally fail to disclose all hazards existing at the inception of this policy; or
- (2) Unintentionally make an error, omission or provide an improper description of premises or other statement of information in applying for this insurance.

You must notify us as soon as possible after the discovery of any hazards, errors or omissions in the information provided or any other relevant information that was not provided to us prior to the acceptance of this policy.

The following condition is added:

12. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

F. **Section V - Definitions** is amended as follows:

Definitions 3. and 19. in the **Definitions** Section are replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, emotional distress, humiliation or death resulting from bodily injury, sickness or disease.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. A substitute teacher is not a "temporary worker".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RELIGIOUS AND EDUCATIONAL COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. Exclusions of Section I – Coverages– Coverage A Bodily Injury And Property Damage Liability is amended as follows:

1. Amendment of the Liquor Law Exclusion

Exclusion **c. Liquor Law** is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1)** Manufacture, sell or distribute alcoholic beverages;
- (2)** Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a)** Requires a license;
 - (b)** Is for the purpose of financial gain or livelihood; or
- (3)** Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at functions sponsored, organized or hosted by you.

2. Amendment of the Pollution Exclusion - Pesticide and Herbicide Applicator Coverage

Paragraph **(1)** of Exclusion **f. Pollution**, item **(d)** does not apply to pesticide or herbicide application operations of the insured if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state, or local government which apply to those operations.

3. Pollution Amendment – Educational Materials

a. The following is added to Paragraph **(1)(a)** of Exclusion **f. Pollution**:

However, this subparagraph does not apply to:

- (iv)** "Bodily injury" or "property damage" caused by "pollutants" that are meant for use in a classroom or training facility for educational purposes. This exception does not apply to "pollutants" meant for use in operating, servicing, maintaining or repairing "autos" or "mobile equipment" unless the "bodily injury" or "property damage" arises out of a "short-term pollution event" and you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending;

b. The following definitions are added to **Section V – Definitions**:

23. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

- a.** Begins during the policy period;
- b.** Begins at an identified time and place;

- c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants"; and

- d. Does not originate from an "underground storage tank".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions **a.** through **d.** of this definition to be considered a "short-term pollution event".

- 24. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

4. Amendment of the Aircraft, Auto or Watercraft Exclusion - Non Owned Watercraft Amendment

Paragraph **(2)** of Exclusion **g. Aircraft, Auto or Watercraft**, item **(a)** is amended to read as follows:

- (a)** Less than 51 feet long; and

B. Paragraph 2. Exclusions of Section I – Coverage C Medical Payments is amended as follows:

1. Amendment of the Any Insured Exclusion -

We will not pay expenses for "bodily injury":

- a. To any insured, except church members who are not paid a fee, salary or other compensation.

C. Paragraphs 1.b and 1.d of Supplementary Payments - Coverages A and B are amended as follows:

- 1. The limit for bail bonds in Paragraph **1.b.** is amended to read \$1,500 in lieu of \$250; and
- 2. The limit for actual loss of earnings in Paragraph **1.d.** is amended to read \$400 a day in lieu of \$250 a day.

D. Section II – Who Is An Insured is amended as follows:

- 1. The following are added as insureds:

- a. Your church members but only with respect to their liability for your activities or activities they perform on your behalf; and

b. Any:

- (1)** Trustees, officials or members of the board of governors of the church or school;
- (2)** Members of the "clergy" but only with respect to their duties as such;
- (3)** Any student teachers teaching as part of their educational requirements.

- c. Any person or organization from whom you rent or lease a premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1)** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2)** Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization from whom you rent or lease a premises.

- d. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. Employees Insureds For Bodily Injury To Co-employees

- a. Paragraphs **2.a.(1)(a)** and **(b)** are deleted and replaced by:

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that "volunteer worker" as a consequence of Paragraph (1)(a) above;

b. The following is added to Paragraph 2.a.:

(3) "Personal and advertising injury":

- (a) To a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (3)(a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (3)(a) or (b) above.

3. Paragraph 3.a is replaced by the following:

- a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

E. **Section III - Limits of Insurance** is amended as follows:

1. The following paragraph is added to item 6.

The Damage to Premises Rented to You limit is \$300,000 in lieu of the limit shown on the Declarations page.

2. The following paragraph is added to item 7.

The Medical Expense Limit is \$10,000 in lieu of the limit shown on the Declarations page.

F. **Section IV – Commercial General Liability Conditions** is amended as follows:

The following is added to 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. In the event that an insured reports an "occurrence" to the worker's compensation carrier of the Named Insured, and this "occurrence" later develops into a General Liability claim covered by this policy, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Worker's Compensation claim.
- f. If your "employee" or agent knows of an "occurrence" or offense which may result in a claim under this policy, you will not be considered to have knowledge of that "occurrence" or offense until your "employee" or agent reports it to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or the "employee" designated by you to give such notice, if you are a corporation;
- (4) A manager, if you are a limited liability company; or
- (5) A trustee, if you are a trust.

The following is added to 6. Representations:

d. It will not be considered a violation of this condition if you:

- (1) Unintentionally fail to disclose all hazards existing at the inception of this policy; or
- (2) Unintentionally make an error, omission or provide an improper description of premises or other statement of information in applying for this insurance.

You must notify us as soon as possible after the discovery of any hazards, errors or omissions in the information provided or any other relevant information that was not provided to us prior to the acceptance of this policy.

The following condition is added:

12. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

G. **Section V - Definitions** is amended as follows:

Definitions 3. and 19. in the **Definitions** Section are replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, emotional distress, humiliation or death resulting from bodily injury, sickness or disease.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. A substitute teacher is not a "temporary worker".

The following definition is added:

- 1. "Clergy" means the following:
 - a. Ordained members of the clergy or seminarians officially designated or appointed by an ecclesiastical authority or you;
 - b. Priests or ministers officially recognized or designated by you; or
 - c. Ministers and spiritual leaders appointed or approved by the house of worship body or board.

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY
CGL 0011 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FOSTER CARE OR SIMILAR SERVICES AND LICENSING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

Specified Location (If Applicable):

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or related to, directly or indirectly the operation, licensing, certification, supervision, inspection or similar related activities listed in the Schedule of this endorsement:

1. By or on an Insured's behalf; or
2. By the Insured or the Insured's representative and on behalf of another person, group, agency, or governmental or judicial authority;

of persons, homes or other facilities or equipment involved in providing temporary or long term parental or parental-like care and/or supervision for minors or others by persons other than the natural or adoptive parents of those minors or others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY
CGL 0091 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PASTORAL COUNSELING SERVICES LIABILITY COVERAGE (SEPARATE AGGREGATE LIMIT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limits Of Insurance			Deductible	Premium
Pastoral Each Act Limit	\$	each act, error or omission	\$	\$
Pastoral Aggregate Limit	\$	aggregate		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. The following is added to Section I – Coverages:

COVERAGE D – PASTORAL COUNSELING SERVICES LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for injury to which this insurance does not apply. We may, at our discretion, investigate any "Pastoral Counseling Services" act and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to injury only if:

- (1) The injury is caused by a "Pastoral Counseling Services" act that takes place in the "coverage territory";
- (2) The injury occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "Pastoral Counseling Services" act or claim knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

- c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "Pastoral Counseling Services" act includes any continuation, change or resumption of that injury after the end of the policy period.
- d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "Pastoral Counseling Services" act:
 - (1) Reports all, or any part, of the injury to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the injury, or
 - (3) Becomes aware by any other means that injury has occurred or has begun to occur.
- e. Damages because of injury include damages claimed by any person or organization for care, loss of services or death resulting at any time from the injury.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Acts

Any injury arising out of any dishonest, fraudulent, criminal or malicious act, error or omission committed by an insured, including the willful or reckless violation of any penal statute or law.

b. Contractual Liability

Any injury for which the insured has assumed liability under any contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. Worker's Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employer's Liability

Any Injury to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

e. Under the Influence

Any injury arising from "Pastoral Counseling Services" performed by an insured while under the influence of intoxicants or illegal drugs as defined by the statutes of the state of the insured's operation. This exclusion only applies to the insured who was under the influence of the intoxicants or illegal drugs.

f. Property Damage

Any injury to property owned by, rented to, leased to, controlled by or in the care, custody and control of the insured.

g. Pollution

Any loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

h. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

i. War

Any injury however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Personal injury

Any injury arising from any of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- (3) Oral or written publication, in any manner, of material that violates a person's right of privacy; or
- (4) A violation of a person's civil rights.

k. Abuse and Molestation

Any injury arising out of;

- (1) The actual, threatened or alleged abuse or molestation by anyone of any person; or
- (2) The negligent employment, investigation, supervision, reporting to the proper authorities, or failure to so report, or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph (1) above.

l. Professional Healthcare Services

Any injury arising out of the rendering or failure to render "professional healthcare services".

m. Commitment to a Psychiatric Institution

Any injury arising out of the insured's commitment of a person to a psychiatric institution or transfer to or from a psychiatric institution unless such commitment was made in full compliance with the laws or statutes of the state where such commitment was made.

n. Professional Association

Any injury arising from acts, errors or omissions of the insured as a member of a formal accreditation or peer review board, professional group or professional association or similar professional board or committee of any hospital, sanitarium, clinic or similar facilities.

o. Suspension of License

Any injury arising from a "Pastoral Counseling Services" act that occurs while the insured's professional license is suspended or revoked or they do not have the required license.

p. Outside Activities

Any injury arising from any of the following activities:

- (1) Any non-religious
 - (a) Trade;
 - (b) Business; or
 - (c) Professional employment of any insured.
- (2) Any insured's activities while serving as a proprietor, superintendent or executive officer of any hospital, sanitarium, medical clinic with bed and board facilities, laboratory, nursing home or similar facility.
- (3) An insured's "Pastoral Counseling Services" for a professional counseling service organized expressly for the purpose of providing counseling, referral, educational or similar services. This exclusion does not apply to any insured who is acting on behalf of the Named Insured and the Named Insured supports and sponsors these "Pastoral Counseling Services".

q. Custodial

Any injury arising out of the insured accepting or undertaking the custodial care or responsibility of any person under the direct request, instruction or authorization of any government agency, authority, board or office having such authority or responsibility.

r. Aircraft, Auto Or Watercraft

Any injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the act, error or omission which caused the injury involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

s. Breach Of Contract

Any injury arising out of a breach of contract.

t. Financial Advice and Services

Any injury arising out of the rendering of or failure to render financial advice or financial services.

- d.** Past or present ministers or other spiritual leaders recognized and authorized by the church body or you to provide "Pastoral Counseling Services" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A**, **B**, and **D** - **Pastoral Counseling Services Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraph **2.** of **SECTION II – WHO IS AN INSURED** is replaced by the following:

2. Each of the following is also an insured:
 - a. Your past, or present "employees" who were or are authorized by you to provide "Pastoral Counseling Services" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
 - b. Past or present ordained members of the clergy or seminarians officially designated or appointed by you or an ecclesiastical authority but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
 - c. Past or present volunteers or church members authorized by you to provide "Pastoral Counseling Services" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;

However, none of these persons are insureds for:

(1) Injury:

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers", clergy or church members while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee", "volunteer worker", member of the clergy or church member as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide "professional health care services".

(2) Any injury to property:

- (a)** Owned, occupied or used by,
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company)
- e.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

D. For the purpose of the coverage provided by this endorsement, **SECTION III – LIMITS OF INSURANCE** is amended by adding the following additional items:

8. The Pastoral Aggregate Limit is the most we will pay for the sum of all damages under Coverage D. Pastoral Counseling Services Liability.
9. Subject to 8. above, the Pastoral Each Act Limit is the most we will pay under Coverage D. Pastoral Counseling Services Liability for all damages arising out of any one act, error or omission.

10. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to each act. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one person, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

All related acts, errors or omissions arising out of the providing of or failure to provide "Pastoral Counseling Services" to any one person shall be considered one act.

E. For the purposes of the coverage provided by this endorsement, **SECTION V - DEFINITIONS** is amended as follows:

The following definitions are added:

1. "Pastoral Counseling Services" means any act, error, or omission in the rendering of or failure to render advice or guidance with regard to conduct or proposed conduct.
2. "Professional Healthcare Services" mean:
 - (1) The rendering or failure to render:
 - (a) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction other than "Pastoral Counseling Services"; or
 - (c) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
 - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
 - (3) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The definition of "Suit" in the Definitions Section is replaced by the following:

18. "Suit means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

POLICY NUMBER:



American Alternative Insurance Corporation

COMMERCIAL GENERAL LIABILITY
CGL 0093 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CEMETERY SERVICES LIABILITY COVERAGE (SEPARATE AGGREGATE LIMIT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limits Of Insurance			Deductible	Premium
Cemetery Each Act Limit	\$	each act		
Cemetery Aggregate Limit	\$	aggregate	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. The following is added to Section I – Coverages:

**COVERAGE E – CEMETERY SERVICES
LIABILITY**

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for injury to which this insurance does not apply. We may, at our discretion, investigate any report of a "Cemetery Services" act and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph C. (Section III – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to injury only if:

- (1) The injury is caused by "Cemetery Services" "that take place in the "coverage territory";
- (2) The injury occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "Cemetery Services" act or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

- c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "Cemetery Services act, or claim, includes any continuation, change or resumption of that injury after the end of the policy period.
- d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "Cemetery Services" act or claim:
 - (1) Reports all or any part, of the injury to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the injury, or
 - (3) Becomes aware by any other means that injury has occurred or has begun to occur.
- e. Damages because of injury include damages claimed by any person or organization for care, loss of services or death resulting at any time from the injury.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Any injury arising out of any dishonest, fraudulent, criminal or malicious act, error or omission, committed by an insured, including the willful or reckless violation of any penal statute or law.

b. Contractual Liability

Any injury for which the insured has assumed liability under any contract or agreement except for contracts or agreements regarding cremation, interment, the preparation or closure of a grave, plot or mausoleum, or the providing of temporary care while awaiting burial, cremation or interment provided the injury occurs subsequent to the execution of the contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. Worker's Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employer's Liability

Any injury to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

e. Under the Influence

Any injury arising from "Cemetery Services" performed by an insured while under the influence of intoxicants or illegal drugs as defined by the statutes of the state of the insured's operation. This exclusion only applies to the insured that was under the influence of the intoxicants or illegal drugs.

f. Property Damage

"Property damage" to property owned by, rented to, leased to, controlled by or in the care, custody and control of the insured. This exclusion does not apply to property used for burials or cremations such as urns, caskets including the linings, fittings and cases, crypts or mausoleums that are the property of others and in the care, custody and control of the insured.

g. Pollution

Any injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

h. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

i. War

Any injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Personal and advertising injury

Any injury arising out of "Personal and advertising injury".

k. Aircraft, Auto Or Watercraft

Any injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the act, error or omission which caused the injury involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A**, **B**, and **E** - **Cemetery Services Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purpose of the coverage provided by this endorsement, **SECTION III – LIMITS OF INSURANCE is amended by adding the following additional items:**

- 10.** The Cemetery Aggregate Limit is the most we will pay for the sum of all damages under Coverage **E. Cemetery Services Liability**.
- 11.** Subject to **10.** above, the Cemetery Each Act Limit is the most we will pay under Coverage **E. Cemetery Services Liability** for all damages arising out of any one "Cemetery Services" act.

12. Deductible

- a.** Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to each act. The limits of insurance shall not be reduced by the amount of this deductible.
- b.** The deductible amount stated in the Schedule applies to all damages sustained by any one person, because of all acts, errors or omissions to which this insurance applies.
- c.** The terms of this insurance, including those with respect to:
 - (1)** Our right and duty to defend any "suits" seeking those damages; and
 - (2)** Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim",
 apply irrespective of the application of the deductible amount.
- d.** We may pay any part or the entire deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as we have paid.

All related acts, errors or omissions arising out of the providing of or failure to provide "Cemetery Services" to any one person shall be considered one act.

D. For the purposes of the coverage provided by this endorsement, the **Definitions** section is amended as follows:

1. The following definitions are added:

23. "Cemetery Services" means those services provided by a cemetery relating to the burial or cremation of a deceased person, including, but not limited to:
- a. Laying out and verifying the location of the grave, niche or crypt;
 - b. Preparing the interment space, niche or crypt;
 - c. Handling, disposal, burial, or disinterment of a deceased body including body parts;
 - d. Cremation;
 - e. Conducting interment services; or
 - f. Service by the insured as a member or director of a formal accreditation, standards review or similar professional board or committee.

"Cemetery Services" does not include the preparation or embalming of any deceased human body.

24. "Claim" means any demand, or "suit" for damages as the result of "Cemetery Services".

2. For the purposes of the coverage provided by this endorsement, Definition 18. in the Definitions Section is replaced by the following:

18. "Suit" means a civil proceeding in which damages because of a "Cemetery Services" act to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

3. For the purposes of the coverage provided by this endorsement, the following sentence is added to Definition 15. "Pollutants" in the Definitions Section:

The ashes of cremated bodies are not considered "pollutants".



HIRED AUTO AND NON-OWNED AUTO LIABILITY

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This Endorsement Changes the Policy — Please Read it Carefully

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following coverage is added, all other terms and conditions remain as is unless otherwise stated in this endorsement.

A. HIRED AUTO AND NON-OWNED AUTO LIABILITY

The insurance provided under **Coverage A - Bodily Injury and Property Damage Liability** applies to "bodily injury" or "property damage":

1. Arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business, or
2. Arising out of the use of a "non-owned auto" in your business by any person.

B. With respect to the insurance provided by this endorsement:

1. The exclusions, under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability**, other than Exclusions a., b., d., f. and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

- (i) Liability assumed by the insured under an "insured contract"; or
- (ii) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

- b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

2. For the purposes of this endorsement only, **Section II - Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- a. You.
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under paragraphs a., b. or c. above.

None of the following is an insured:

- (1) Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (2) Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- (4) The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For the purposes of this endorsement only, the following are added to **Section V - Definitions**:

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire, or borrow from any of your "employees" or members of their households, or from any partners or "executive officer" of yours.
- 3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent, or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

<i>SERFF Tracking Number:</i>	<i>AMLX-125648710</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Alternative Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR0247901F01</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability 2008</i>		
<i>Project Name/Number:</i>	<i>AAIC & PNP Core Product Revision/GL AR0247901F01</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMLX-125648710 State: Arkansas
Filing Company: American Alternative Insurance Corporation State Tracking Number: EFT \$50
Company Tracking Number: GL AR0247901F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability 2008
Project Name/Number: AAIC & PNP Core Product Revision/GL AR0247901F01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 05/21/2008

Comments:

Attachment:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

Satisfied -Name: CGL 0007 with revision marks
Review Status: Approved 05/21/2008

Comments:

Attachment:

CGL 0007 with revision marks.PDF

Satisfied -Name: CGL 0008 with revision marks
Review Status: Approved 05/21/2008

Comments:

Attachment:

CGL 0008 with revision marks.PDF

Satisfied -Name: CGL 0011 with revision marks
Review Status: Approved 05/21/2008

Comments:

Attachment:

CGL 0011 with revision marks.PDF

Satisfied -Name: Forms Explanatory Memo
Review Status: Approved 05/21/2008

Comments:

Attachment:

Forms Explanatory Memo.PDF

Review Status:

SERFF Tracking Number: AMLX-125648710 State: Arkansas
Filing Company: American Alternative Insurance Corporation State Tracking Number: EFT \$50
Company Tracking Number: GL AR0247901F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability 2008
Project Name/Number: AAIC & PNP Core Product Revision/GL AR0247901F01
Satisfied -Name: AR - FORM FILING ABSTRACT F-1 Approved 05/21/2008

Comments:

Attachment:

AR - FORM FILING ABSTRACT F-1.PDF

SERFF Tracking Number: AMLX-125648710 State: Arkansas
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Project Name/Number: AAIC & PNP Core Product Revision/GL AR0247901F01

Satisfied -Name: AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4/30/03))
Review Status: Approved 05/21/2008

Comments:

Attachment:

AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4_30_03)).PDF

Satisfied -Name: AR - NAIC FORM FILING SCHEDULE
Review Status: Approved 05/21/2008

Comments:

Attachment:

AR - NAIC FORM FILING SCHEDULE.PDF

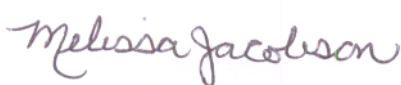
Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name					Group NAIC #
Munich Re Group					0361
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	
American Alternative Insurance Corporation	DE	19720	52-2048110		

5. Company Tracking Number	GL AR0247901F01
-----------------------------------	-----------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Melissa R. Jacobson 555 College Road East Princeton NJ 08543-5241	State Filing Analyst	800-305-4954 Ext. 4840	609-275-2147	mjacobson@munichreamerica.com
7. Signature of authorized filer				
8. Please print name of authorized filer	Melissa R. Jacobson			

Filing Information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 Other Liability - Claims Made/Occurrence			
10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability			
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	N/A			
12. Company Program Title (Marketing Title)	N/A			
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:	09/02/2008	Renewal:	09/02/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Reference Organization (if applicable)	NA			
17. Reference Organization # & Title	NA			
18. Company's Date of Filing	05/15/2008			
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	GL AR0247901F01
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

American Alternative Insurance Corporation (AAIC) is submitting for your review and approval the enclosed Commercial General Liability form filing.

The purpose of this filing is to introduce new and revised General Liability forms. The enclosed material is a supplement to the bureau material.

Please refer to the enclosed forms explanatory memorandum for a complete description of this filing.

Revised rates/rules are also being filed under companion filing GL AR0247901R01.

We propose that this filing apply to all policies effective on or after September 2, 2008.

Should you have any questions or require any additional information, please do not hesitate to ask.

Thank you in advance for your prompt attention to this filing.

Sincerely,

Melissa Jacobson
State Filings Analyst
(609) 243-4840
mjacobson@munichreamerica.com

22.	Filing Fees (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$50.00</p> <p>check number 1700000493</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. Exclusions of Section I – Coverages– Coverage A Bodily Injury And Property Damage Liability is amended as follows:

1. Amendment of Liquor Law Exclusion

Exclusion **c. Liquor Law** is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license;
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at functions sponsored, organized or hosted by you.

2. Pollution Amendment - Pesticide and Herbicide Applicator Coverage

Paragraph (1) of Exclusion **f. Pollution**, item (d) does not apply to pesticide or herbicide application operations of the insured if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state, or local government which apply to those operations.

3. Pollution Amendment – Educational Materials

a. The following is added to Paragraph (1)(a) of Exclusion **f. Pollution**:

However, this subparagraph does not apply to:

(iv) "Bodily injury" or "property damage" caused by "pollutants" materials that are meant for use in a classroom or training facility for educational purposes. This exception does not apply to "pollutants" fuels, lubricants, fluids or similar materials that are needed for the normal electrical, hydraulic or mechanical functioning of an meant for use in operating, servicing, maintaining or repairing "autos" or "mobile equipment" unless the "bodily injury" or "property damage" arises out of a "short-term pollution event" and you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending;

b. The following definitions are added to **Section V – Definitions**:

23. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

a. Begins during the policy period;

b. Begins at an identified time and place;

c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants"; and

d. Does not originate from an "underground storage tank".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions a. through d. of this definition to be considered a "short-term pollution event".

24. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

43. Non Owned Watercraft Amendment

Paragraph (2) of Exclusion **g. Aircraft, Auto or Watercraft**, item (a) is amended to read as follows:

(a) Less than 51 feet long; and

B. Paragraphs 1.b and 1.d of Supplementary Payments - Coverages A and B are amended as follows:

1. The limit for bail bonds in Paragraph **1.b.** is amended to read \$1,500 in lieu of \$250; and
2. The limit for actual loss of earnings in Paragraph **1.d.** is amended to read \$400 a day in lieu of \$250 a day.

C. Section II – Who Is An Insured is amended as follows:

1. The following are added as insureds:

- a. Any of your board members or commissioners if you are a public board or commission;
- b. Any of your trustees, officials or members of the board of governors if you are a private charitable or educational institution; and

c. Any student teachers teaching as part of their educational requirements;

but only with respect to their duties in connection with the positions described above.

d. Any person or organization from whom you rent or lease a premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization from whom you rent or lease a premises.

e. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. Employees Insureds For Bodily Injury To Co-employees

a. Paragraphs 2.a.(1)(a) and (b) are deleted and replaced by:

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that "volunteer worker" as a consequence of Paragraph (1)(a) above;

b. The following is added to Paragraph 2.a.:

(3) "Personal and advertising injury":

(a) To a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (3)(a) above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (3)(a) or (b) above.

32. Paragraph 3.a is replaced by the following:

- a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

D. Section III - Limits of Insurance is amended as follows:

1. The following paragraph is added to item 6.

The Damage to Premises Rented to You limit is \$300,000 in lieu of the limit shown on the Declarations page.

2. The following paragraph is added to item 7.

The Medical Expense Limit is \$10,000 in lieu of the limit shown on the Declarations page.

E. Section IV – Commercial General Liability Conditions is amended as follows:

The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. In the event that an insured reports an "occurrence" to the worker's compensation carrier of the Named Insured, and this "occurrence" later develops into a General Liability claim to which this insurance applies, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability claim rather than a Worker's Compensation claim.
- f. If your "employee" or agent knows of an "occurrence" or offense which may result in a claim under this policy, you will not be considered to have knowledge of that "occurrence" or offense until your "employee" or agent reports it to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;

(3) An "executive officer" or the "employee" designated by you to give such notice, if you are a corporation;

(4) A manager, if you are a limited liability company; or

(5) A trustee, if you are a trust.

The following is added to 6. Representations:

d. It will not be considered a violation of this condition if you:

(1) Unintentionally fail to disclose all hazards existing at the inception of this policy; or

(2) Unintentionally make an error, omission or provide an improper description of premises or other statement of information in applying for this insurance.

You must notify us as soon as possible after the discovery of any hazards, errors or omissions in the information provided or any other relevant information that was not provided to us prior to the acceptance of this policy.

The following condition is added:

12. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

F. Section V - Definitions is amended as follows:

Definitions 3. and 19. in the **Definitions** Section are replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, emotional distress, humiliation or death resulting from bodily injury, sickness or disease.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. A substitute teacher is not a "temporary worker".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RELIGIOUS AND EDUCATIONAL COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. Exclusions of Section I – Coverages– Coverage A Bodily Injury And Property Damage Liability is amended as follows:

1. Amendment of the Liquor Law Exclusion

Exclusion **c. Liquor Law** is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license;
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at functions sponsored, organized or hosted by you.

2. Amendment of the Pollution Exclusion - Pesticide and Herbicide Applicator Coverage

Paragraph (1) of Exclusion **f. Pollution**, item (d) does not apply to pesticide or herbicide application operations of the insured if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state, or local government which apply to those operations.

3. Pollution Amendment – Educational Materials

a. The following is added to Paragraph (1)(a) of Exclusion f. Pollution:

However, this subparagraph does not apply to:

(iv) "Bodily injury" or "property damage" caused by "pollutants" that are meant for use in a classroom or training facility for educational purposes. This exception does not apply to "pollutants" meant for use in operating, servicing, maintaining or repairing "autos" or "mobile equipment" unless the "bodily injury" or "property damage" arises out of a "short-term pollution event" and you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending;

b. The following definitions are added to Section V – Definitions:

23. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

a. Begins during the policy period;

b. Begins at an identified time and place;

c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants"; and

d. Does not originate from an "underground storage tank".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions a. through d. of this definition to be considered a "short-term pollution event".

24. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

43. Amendment of the Aircraft, Auto or Watercraft Exclusion - Non Owned Watercraft Amendment

Paragraph (2) of Exclusion **g. Aircraft, Auto or Watercraft**, item (a) is amended to read as follows:

(a) Less than 51 feet long; and

B. Paragraph 2. Exclusions of Section I – Coverage C Medical Payments is amended as follows:

1. Amendment of the Any Insured Exclusion -

We will not pay expenses for "bodily injury":

a. To any insured, except church members who are not paid a fee, salary or other compensation.

C. Paragraphs 1.b and 1.d of Supplementary Payments - Coverages A and B are amended as follows:

1. The limit for bail bonds in Paragraph 1.b. is amended to read \$1,500 in lieu of \$250; and
2. The limit for actual loss of earnings in Paragraph 1.d. is amended to read \$400 a day in lieu of \$250 a day.

D. Section II – Who Is An Insured is amended as follows:

1. The following are added as insureds:

a. Your church members but only with respect to their liability for your activities or activities they perform on your behalf; and

b. Any:

(1) Trustees, officials or members of the board of governors of the church or school;

(2) Members of the "clergy" but only with respect to their duties as such;

(3) Any student teachers teaching as part of their educational requirements.

c. Any person or organization from whom you rent or lease a premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization from whom you rent or lease a premises.

d. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. Employees Insureds For Bodily Injury To Co-employees

a. Paragraphs 2.a.(1)(a) and (b) are deleted and replaced by:

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that "volunteer worker" as a consequence of Paragraph (1)(a) above;

b. The following is added to Paragraph 2.a.:

(3) "Personal and advertising injury":

(a) To a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (3)(a) above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (3)(a) or (b) above.

32. Paragraph 3.a is replaced by the following:

- a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

E. Section III - Limits of Insurance is amended as follows:

1. The following paragraph is added to item 6.

The Damage to Premises Rented to You limit is \$300,000 in lieu of the limit shown on the Declarations page.

2. The following paragraph is added to item 7.

The Medical Expense Limit is \$10,000 in lieu of the limit shown on the Declarations page.

F. Section IV – Commercial General Liability Conditions is amended as follows:

The following is added to **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. In the event that an insured reports an "occurrence" to the worker's compensation carrier of the Named Insured, and this "occurrence" later develops into a General Liability claim covered by this policy, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Worker's Compensation claim.
- f. If your "employee" or agent knows of an "occurrence" or offense which may result in a claim under this policy, you will not be considered to have knowledge of that "occurrence" or offense until your "employee" or agent reports it to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or the "employee" designated by you to give such notice, if you are a corporation;
- (4) A manager, if you are a limited liability company; or
- (5) A trustee, if you are a trust.

The following is added to **6. Representations:**

d. It will not be considered a violation of this condition if you:

- (1) Unintentionally fail to disclose all hazards existing at the inception of this policy; or
- (2) Unintentionally make an error, omission or provide an improper description of premises or other statement of information in applying for this insurance.

You must notify us as soon as possible after the discovery of any hazards, errors or omissions in the information provided or any other relevant information that was not provided to us prior to the acceptance of this policy.

The following condition is added:

12. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

G. Section V - Definitions is amended as follows:

Definitions **3.** and **19.** in the **Definitions** Section are replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, emotional distress, humiliation or death resulting from bodily injury, sickness or disease.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. A substitute teacher is not a "temporary worker".

The following definition is added:

1. "Clergy" means the following:
 - a. Ordained members of the clergy or seminarians officially designated or appointed by an ecclesiastical authority or you;
 - b. Priests or ministers officially recognized or designated by you; or
 - c. Ministers and spiritual leaders appointed or approved by the house of worship body or board.

POLICY NUMBER:



American Alternative Insurance Corporation

MANAGEMENT PORTFOLIO COMMERCIAL
GENERAL LIABILITY
CGL 0011 01 0708

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FOSTER CARE OR SIMILAR SERVICES AND LICENSING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

Specified Location (If Applicable):

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or related to, directly or indirectly the operation, licensing, certification, supervision, inspection or similar related activities listed in the Schedule of this endorsement:

1. By or on an Insured's behalf; or
2. By the Insured or the Insured's representative and on behalf of another person, group, agency, or governmental or judicial authority;

of persons, homes or other facilities or equipment involved in providing temporary or long term parental or parental-like care and/or supervision for minors or others by persons other than the natural or adoptive parents of those minors or others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

GENERAL LIABILITY FORM FILING

Countrywide Forms List

Form # Edition Date	Replaces	Title
CGL 0007 01 08	CGL 0007 01 07	Educational Commercial General Liability Enhancement Endorsement

This endorsement is revised to add the following coverages:

- Pollution Amendment Educational Materials
- Employees Insureds For Bodily Injury To Co-Employees.

CGL 0008 01 08	CGL 0008 01 07	Religious And Educational Commercial General Liability Enhancement Endorsement
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This endorsement is revised to add the following coverages:

- Pollution Amendment Educational Materials
- Employees Insureds For Bodily Injury To Co-Employees.

CGL 0011 01 08	CGL 0011 01 07	Exclusion – Foster Care Or Similar Services And Licensing Exclusion
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The header of the endorsement is corrected to refer to Commercial General Liability instead of Management Portfolio.

CGL 0091 01 08	NEW	Pastoral Counseling Services Liability Coverage (Separate Aggregate Limit)
-----------------------	------------	---

This endorsement is the same as CGL 0001 01 07, except has a Pastoral Aggregate Limit that is not subject to the CGL General Aggregate Limit..

CGL 0093 01 08	NEW	Cemetery Services Liability Coverage (Separate Aggregate Limit)
-----------------------	------------	--

This endorsement is the same as CGL 0003 01 07, except has a Cemetery Aggregate Limit that is not subject to the CGL General Aggregate Limit.

GL 2032 (12/07)	NEW	Hired Auto And Non-Owned Auto Liability
------------------------	------------	--

This endorsement provides coverage for hired auto and non-owned auto liability.

ARKANSAS INSURANCE DEPARTMENT

Form F-1
Rev. 4/96

FORM FILING ABSTRACT

ALL QUESTIONS MUST BE ANSWERED

Page 1 of 2

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 05/15/2008
2. Company Name(s) American Alternative Insurance Corporation
Group Name Munich Re Group NAIC No. 19720 Group No. 0361
3. (a) Annual Statement Line of Business Number (Page 14) 17.0
(b) Class of Business General Liability
© Coverages Affected See Explanatory Memo
4. (a) Name of Advisory Organization, if any ISO
(b) Affiliations with Advisory Organization: Member (☐) Subscriber (☒)
5. Is this a reference filing? Yes (☐) No (☒) If yes, please provide the following:
(a) Name of Advisory Organization (or Affiliated Company) _____
(b) Date of Filing NA
© Filing Designation Number or Description NA

PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM

7. Has the form(s) been approved for use in your domiciliary state and/or other states?
Pending
8. Is the form filed in response to or due to legislation? If so, specify legislation.
No
9. Is the form in response to or due to recent court decisions? If so, give citation.
No

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Melissa Jacobson

Signature

Melissa R. Jacobson

Title

800-305-4954

Telephone Number

Page 2 of 2

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
CGL 0007 01 07	09/02/2008	CGL 0007 01 08	Educational Commercial General Liability Enhancement Endorsement
CGL 0008 01 07	09/02/2008	CGL 0008 01 08	Religious And Educational Commercial General Liability Enhancement Endorsement
CGL 0011 01 07	09/02/2008	CGL 0011 01 08	Exclusion - Foster Care Or Similar Services And Licensing Exclusion
		CGL 0091 01 08	Pastoral Counseling Services Liability Coverage (Separate Aggregate Limit)
		CGL 0093 01 08	Cemetery Services Liability Coverage (Separate Aggregate Limit)
		GL 2032 12 07	Hired Auto And Non-Owned Auto Liability

ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)



I, Stephen J. Corbett, Vice President of
(Name) (Title of Authorized Officer)

American Alternative Insurance Corporation
(Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- Arkansas Code Annotated;
- Arkansas Rules and Regulations;
- Arkansas Insurance Bulletins, Directives and Orders;
- Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? (Yes or No) •

Yes

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number • GL AR0247901F01

Signature of Authorized Officer •

A handwritten signature in black ink, appearing to read "Stephen J. Corbett".

Name of Authorized Officer • Stephen J. Corbett

Title of Authorized Officer • Vice President

Email address of Authorized Officer • scorbett@munichreamerica.com

Telephone # of Authorized Officer • 609-243-5620 Ext: 5620

Date • 05/15/2008

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: information.pnc@state.ar.us

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	GL AR0247901F01
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Educational Commercial General Liability Enhancement Endorsement	CGL 0007 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CGL 0007 01 07	
02	Religious And Educational Commercial General Liability Enhancement Endorsement	CGL 0008 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CGL 0008 01 07	
03	Exclusion - Foster Care Or Similar Services And Licensing Exclusion	CGL 0011 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CGL 0011 01 07	
04	Pastoral Counseling Services Liability Coverage (Separate Aggregate Limit)	CGL 0091 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Cemetery Services Liability Coverage (Separate Aggregate Limit)	CGL 0093 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Hired Auto And Non- Owned Auto Liability	GL 2032 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		